

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

|  |             |                       |
|--|-------------|-----------------------|
| FIRSTMERIT BANK, N.A., successor in<br>interest to the FDIC, Receiver for Midwest<br>Bank and Trust Company, | )           |                       |
|  | )           |                       |
|  | )           |                       |
|  | Plaintiff,  | )                     |
|  | )           | )                     |
| v.   | )           | Case No. 12-cv-10175  |
|  | )           |                       |
| MICHAEL H. ROSE and CARL M.<br>QUANSTROM,  | )           | Hon. Elaine E. Bucklo |
|  | )           |                       |
|  | )           |                       |
|  | Defendants. | )                     |

**JOINT AGREED MOTION TO DISMISS**

Plaintiff FirstMerit Bank, N.A. (“FirstMerit”) and Defendants Michael H. Rose and Carl M. Quanstrom (“Defendants” and collectively with FirstMerit, “Parties”), by their attorneys, and state as follows:

1. FirstMerit filed its Complaint for Suit on Guaranty (the “Complaint”) on December 20, 2012. (ECF Doc. No. 1)
2. On April 9, 2013, each Defendant filed his respective Answers and Affirmative Defenses to the Complaint. (ECF Doc. Nos. 11 & 12)
3. On August 22, 2013, the Court dismissed the Defendants’ respective Affirmative Defenses of unclean hands. (ECF Doc. No. 30)
4. The Parties have entered into a settlement agreement.
5. The Defendants stipulate and agree that they dismiss any and all affirmative defenses, including the previously dismissed Affirmative Defense of unclean hands, with prejudice.
6. FirstMerit agrees to dismiss the instant case, without prejudice, with leave to reinstate upon the breach of the settlement agreement.

7. The Parties request that this Court strike any and all pending court dates and deadlines in this matter.

WHEREFORE, for the foregoing reasons, the Parties respectfully request that the Court enter an Order that:

- A. dismisses any and all of Defendants' affirmative defenses, including the Defendants' respective Affirmative Defenses of unclean hands, with prejudice, by agreement of the parties;
- B. dismisses the instant case, without prejudice, with leave to reinstate upon a breach of the Parties' settlement agreement;
- C. strikes all court dates and deadlines in this matter; and
- D. grants such other and further relief as is appropriate.

Respectfully Submitted,

/s/ Kevin V. Hunt  
Attorney for the Plaintiff

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Respectfully Submitted,

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**CERTIFICATE OF SERVICE**

Kevin V. Hunt, an attorney, certifies that he caused copies of the foregoing to be served by electronically filing the document with the Clerk of Court using the ECF system this May 15, 2014.

/s/ Kevin V. Hunt